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WASHINGTON, D.C. 20006

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USNRC

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December 1, 1983

(202) 833-3500

CABLE ADDRESS: ATOMLAW

TROY B. CONNER, JR.
MARK J. WETTERHAHN
ROBERT M. RADER
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ARCH A. MOORE, JR.
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OF COUNSEL
* NOT ADMITTED IN D.C.

Christine N. Kohl, Chairman
Atomic Safety and Licensing
Appeal Board
U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

Gary J. Edles
Atomic Safety and Licensing
Appeal Board
U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

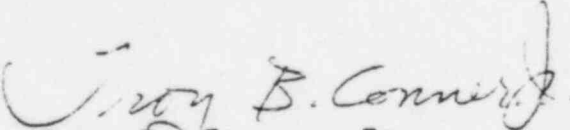
Dr. Reginald L. Gotchy
Atomic Safety and Licensing
Appeal Board
U.S. Nuclear Regulatory
Commission
Washington, D.C. 20555

In the Matter of
Philadelphia Electric Company
(Limerick Generating Station, Units 1 and 2)
Docket Nos. 50-352 and 50-353

Dear Board Members:

In order to keep this Board informed of the developments relative to the Point Pleasant Pumping Station, enclosed herewith are the petitions of Philadelphia Electric Company for intervention and for preliminary injunction in Daniel J. Sullivan v. County of Bucks, et al. in the Court of Common Pleas of Bucks County, dated November 28, 1983.

Sincerely,


Troy B. Conner, Jr.
Counsel for Philadelphia
Electric Company

TBC:mwm

cc: Service List
without enclosures

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PDR ADOCK 05000352
G PDR

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DOCKETED
USNRC

IN THE COURT OF COMMON PLEAS DEC -5 PM 5:51
OF BUCKS COUNTY

DANIEL J. SULLIVAN,

Plaintiff

v.

COUNTY OF BUCKS, et al.,

Defendants.

:
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:
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:
:
:
:
:
:

No. 83-8358

PETITION OF PHILADELPHIA ELECTRIC COMPANY
FOR INTERVENTION

Philadelphia Electric Company ("PECO"), by its counsel, pursuant to Rule 2328 of the Pennsylvania Rules of Civil Procedure, hereby petitions the Court for leave to intervene as a plaintiff in this action and to file the Complaint attached hereto. As grounds for this Petition, PECO avers as follows:

1. PECO is a corporation organized and existing under the laws of Pennsylvania and has its principal place of business at 2301 Market Street, Philadelphia, Pennsylvania 19101.

2. This action was brought by plaintiff Daniel J. Sullivan, a citizen and taxpayer of Bucks County, on behalf of himself and all other citizens and taxpayers of Bucks County similarly situated, to invalidate and enjoin the implementation of Ordinance No. 59 of Bucks County, passed on November 18, 1983.

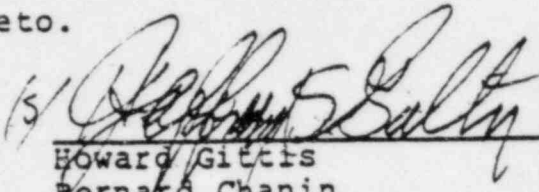
3. One of the grounds asserted by Sullivan for the invalidity of Ordinance No. 59 is that it is in violation of certain obligations of Bucks County under a Construction and Operation Agreement dated February 12, 1980, and a Water Sales Agreement dated January 14, 1981, copies of which are attached as Exhibits F and E, respectively, of Sullivan's Complaint.

4. As set forth more fully in the attached Complaint which PECO requests leave to file, the averments of which are incorporated herein by reference, PECO is a party to the Construction and Operation Agreement. Further, the Water Sales Agreement has provisions specifically recognizing and protecting the rights of PECO under the Construction and Operation Agreement, and PECO is an intended third-party beneficiary under the Water Sales Agreement.

5. Because this action seeks invalidation of Ordinance No. 59 on the grounds, inter alia, that it violates PECO's rights under the Construction and Operation Agreement and the Water Sales Agreement, and that implementation of the Ordinance could result in substantial liability by Bucks County to PECO, PECO could have joined as an original plaintiff in this action, and it is therefore entitled to intervene pursuant to Rule 2327(3) of the Pennsylvania Rules of Civil Procedure.

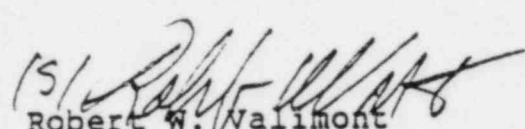
6. The determination of this action may affect PECO's legally enforceable interests under the Construction and Operation Agreement and the Water Sales Agreement, and PECO is therefore entitled to intervene pursuant to Rule 2327(4) of the Pennsylvania Rules of Civil Procedure.

WHEREFORE, PECO requests that it be permitted to intervene as a plaintiff in this action and to file the proposed Complaint attached hereto.

(5) 
Howard Gittis
Bernard Chanin
Jeffrey S. Saltz

OF COUNSEL:

WOLF, BLOCK, SCHORR and SOLIS-COHEN
Twelfth Floor Packard Building
Philadelphia, Pennsylvania 19102
(215) 977-2000

(5) 
Robert W. Valimont


POWER, BOWEN & VALIMONT
102 North Main Street
Doylestown, Pennsylvania 18901
(215) 345-7500

Attorneys for Philadelphia
Electric Company

VERIFICATION

VINCENT S. BOYER hereby states that he is Senior Vice President of Philadelphia Electric Company and, as such, is authorized to make this statement on its behalf, and that the facts set forth in the foregoing Petition of Philadelphia Electric Company for Intervention are true and correct to the best of his knowledge, information and belief.

This statement is made subject to the penalties of 18 Pa. C. S. § 4909 relating to unsworn falsification to authorities.


VINCENT S. BOYER

Date: November 28, 1983

IN THE COURT OF COMMON PLEAS
OF BUCKS COUNTY

DANIEL J. SULLIVAN,	:	
	:	
Plaintiff,	:	
	:	
and	:	
	:	
PHILADELPHIA ELECTRIC COMPANY,	:	
	:	
Plaintiff-Intervenor,	:	
	:	
v.	:	
	:	
COUNTY OF BUCKS, et al.,	:	No. 83-8358
	:	
Defendants.	:	

COMPLAINT IN EQUITY OF PLAINTIFF-INTERVENOR
PHILADELPHIA ELECTRIC COMPANY

1. Plaintiff-Intervenor Philadelphia Electric Company ("PECO") is a corporation organized and existing under the laws of Pennsylvania and has its principal place of business at 2301 Market Street, Philadelphia, Pennsylvania 19101.

2. Defendant County of Bucks ("Bucks County") is a political subdivision of the Commonwealth of Pennsylvania.

3. On or about June 13, 1966, Bucks County established, by ordinance of its Commissioners, the Neshaminy Water Resources Authority ("NWRA"), pursuant to the Municipality Authorities Act of 1945 ("the Act"), 53 P.S. §§ 301-322.

4. On or about February 12, 1980, PECO and NWRA entered into a written agreement, entitled Agreement Between the Neshaminy Water Resources Authority and Philadelphia Electric Company for the Construction and Operation of Water Supply Facilities ("the Construction and Operation Agreement"). This Agreement was approved in writing by Bucks County. A copy of the Construction and Operation Agreement is attached as Exhibit F to the Complaint filed by plaintiff Daniel J. Sullivan in this action and is incorporated herein by reference.

5. The Construction and Operation Agreement provides, inter alia, for NWRA to construct (or cause to be constructed) and to operate certain water facilities adjacent to the Delaware River at Point Pleasant, Bucks County, Pennsylvania ("the Project"). The Project is a component of the Neshaminy Water Supply System, which is the result of two decades of planning and review by government authorities and is designed to serve various water needs in Bucks and Montgomery Counties, including public water for Central Bucks County and Central Montgomery County, Pennsylvania. The Project is also designed and intended to provide supplemental cooling water for PECO's electric generating plant presently under construction at Limerick, Pennsylvania. The Construction and Operation Agreement provides that the Project shall supply water sufficient to meet PECO's needs for the Limerick plant, as set forth in the Agreement, in an amount up to 46 million gallons per day, as needed.

6. The Project constitutes an essential component for supplying supplemental cooling water for PECO's Limerick station. The Project, or various aspects thereof, including the present design of the supplemental cooling water system, have been the subject of approvals and permits issued by or pending before various federal and state agencies, including the Nuclear Regulatory Commission, the Army Corps of Engineers, the Delaware River Basin Commission, the Department of Environmental Resources, and the Public Utility Commission.

7. To date, PECO has invested approximately 2.7 billion dollars in the Limerick facility.

8. The Construction and Operation Agreement provides, in paragraph 16, that the Agreement shall not be assigned by NWRA to Bucks County except to the extent necessary to permit Bucks County to operate and maintain the Project, and Bucks County, by its Commissioners, signified its approval of the Agreement and accepted its terms and conditions by joining in its execution.

9. On or about January 14, 1981, Bucks County, NWRA, and Montgomery County entered into a written agreement, entitled Neshaminy Water Supply System - Water Sales Agreement - Bucks and Montgomery Counties ("the Water Sales Agreement"). A copy of the Water Sales Agreement is attached as Exhibit E to the Complaint filed by plaintiff Daniel J. Sullivan in this action and is incorporated herein by reference.

10. The Water Sales Agreement provides, inter alia, that Bucks County shall construct, or cause to be constructed by NWRA, certain water facilities, including the Project.

11. The Water Sales Agreement specifically recognizes the Construction and Operation Agreement and PECO's rights thereunder, and it contains provisions to safeguard PECO's rights under the Construction and Operation Agreement.

12. Pursuant to the two Agreements, NWRA entered into several contracts for construction of the Project. The aggregate amount of these construction contracts is in excess of 11 million dollars. Construction work on the Project commenced on or about January 10, 1983, and is in progress.

13. On or about May 18, 1983, Bucks County, by its Commissioners, sent letters to NWRA, Montgomery County, and PECO, copies of which are attached hereto as Exhibits A, B, and C, respectively, and incorporated herein by reference.

14. By these letters, Bucks County purported to terminate and abrogate its obligations under the Construction and Operation Agreement and the Water Sales Agreement. It further demanded that NWRA terminate construction of the Project and terminate NWRA's obligations under the two agreements, and it purported to withdraw its approval of NWRA's various construction contracts for the Project.

15. On or about May 25, 1983, the Bucks County Commissioners unanimously passed a Resolution purporting to terminate Bucks County's participation in the Project and to

terminate its obligations under the Water Sales Agreement and the Construction and Operation Agreement.

16. On or about June 20, 1983, Bucks County commenced an action in this Court against NWRA (No. 83-04408), seeking a preliminary and permanent injunction against all further construction of the Project. Preliminary relief was denied by the Court on July 14, 1983.

17. Since May 1983, the Bucks County Commissioners have repeatedly made public declarations, including sworn depositions by a majority of the Commissioners in this action, of their intention to prevent further construction and completion of the Project, and to impose an immediate sixty-day moratorium on all construction, pending further steps to terminate the Project.

18. On or about November 18, 1983, the Bucks County Commissioners passed Ordinance No. 59 of Bucks County. A copy of Ordinance No. 59 is attached as Exhibit G to the Complaint filed by plaintiff Daniel J. Sullivan in this action.

19. In Ordinance No. 59, Bucks County purports to:

(a) acquire the Project from NWRA, pursuant to § 18(A) of the Act, 53 P.A. § 321(A) (erroneously cited in the Ordinance as § 321(A) of the Act); and

(b) assume all the obligations and contracts of NWRA and respect to the Project.

20. Pursuant to § 18(A) of the Act, Bucks County cannot acquire the Project from NWRA unless, inter alia, it

assumes all of the obligations incurred by NWRA with respect to the Project.

21. Despite Bucks County's purported assumption of all obligations with respect to the Project, Bucks County and its Commissioners, by their public declarations, have made evident that they in fact have no intention of fulfilling and performing the obligations of NWRA under the various contracts relating to the Project, including the Construction and Operation Agreement and the Water Sales Agreement, but rather have adopted Ordinance No. 59 in furtherance of a scheme, plan, and program to terminate the Project.

22. Bucks County, through its Commissioners, passed Ordinance No. 59 with the specific purpose and intent of preventing and interfering with the performance of the Construction and Operation Agreement and the Water Sales Agreement, and thereby impeding and obstructing PECO's rights under those Agreements.

23. The halting or cancellation of the Project would cause irreparable harm to PECO. There are no feasible alternative sources of cooling water available that would permit the operation of PECO's Limerick plant to commence without substantial delays. Even if an alternative source can be found, it would be subject to lengthy delay for design and lengthy proceedings for approvals by various governmental authorities, including the Delaware River Basin Commission, the Nuclear Regulatory Commission, and the Department of Environmental Resources.

24. The Project is a unique work, the loss of which to PECO would not be wholly compensable in damages.

25. A moratorium on construction would irreparably delay completion of the Project because of permit limitations on when certain phases of the construction can be carried on.

26. Even if the Project is eventually constructed or if an alternative source of cooling water ultimately becomes available, PECO will have suffered substantial damage by reason of the delay in the operation of PECO's Limerick plant caused by Bucks County.

27. A year of delay will add approximately 400 million dollars to the cost of the Limerick facility. The full extent of the delay and, therefore, the total damages that would be sustained by PECO as a result of Bucks County's actions to halt the Project are not presently ascertainable because of the uncertainty as to the time and cost required to obtain the necessary approvals for an alternative source of supplemental cooling water and to design and construct such a facility.

28. In addition to the foregoing, the cost of replacement power because of delay in the commercial operation of the Limerick plant is estimated to exceed 185 million dollars per year.

29. Total damages to PECO and its customers as a result of the foregoing could substantially exceed two billion dollars.

COUNT I

Invalidation of Ordinance No. 59

30. The averments of paragraphs 1 through 29 above are incorporated herein by reference as if set out in full.

31. Ordinance No. 59, insofar as it pertains to the Project, is invalid because it was adopted in bad faith, since Bucks County does not intend to perform the obligations of NWRA with respect to the Project, including the obligations of NWRA under the Construction and Operation Agreement and the Water Sales Agreement, as required by § 18(A) of the Act.

32. Paragraph 16 of the Construction and Operation Agreement, specifically approved by Bucks County and its Commissioners, prohibits any assignment by NWRA to Bucks County, except to the extent necessary to permit Bucks County to operate and maintain the Project. Accordingly, Bucks County has waived any right that it may have under the Act to assume the Project during its construction phase, and Ordinance No. 59 is to that extent invalid.

33. Ordinance No. 59, insofar as it pertains to the Project, is invalid under § 14 of the Act, 53 P.S. § 317, because the revenue bonds issued by NWRA with respect to the Project have not been finally paid and discharged.

34. Ordinance No. 59, insofar as it pertains to the Project, is invalid because it purports to compel NWRA to convey the Project to Bucks County, in violation of the provisions of the Trust Indenture between NWRA and Doylestown

National Bank and Trust Company dated March 1, 1967, including section 9.08 thereof. A copy of the Trust Indenture is attached as Exhibit C to the Complaint filed by plaintiff David J. Sullivan in this action.

35. Ordinance No. 59, insofar as it pertains to the Project, is invalid because it is not in accordance with the requirements of the Local Government Unit Debt Act, 53 P.S. §§ 6780-1 to -609.

36. PECO lacks a complete and adequate remedy at law.

WHEREFORE, PECO requests that the Court enter an order:

(a) declaring Ordinance No. 59 to be invalid insofar as it pertains to the Project;

(b) preliminarily until final hearing, and permanently thereafter, enjoining Bucks County, and all persons acting on its behalf, from taking any action to assume ownership or control of the Project or any part thereof, or to compel NWRA to convey or release to Bucks County ownership or control of the Project or any part thereof, pursuant to or under color of any authority purportedly granted by Ordinance No. 59, or from taking any other action to halt, prevent, impede or delay the construction or completion of the Project;

(c) in the alternative, enjoining Bucks County, and all persons acting on its behalf, from taking any action to assume control of the Project or any part thereof until construction is completed;

(d) in the further alternative, appointing a receiver for the Project until construction is completed;

(e) awarding PECO its damages for the delay in construction caused by the unlawful passage of Ordinance No. 59; and

(f) granting such other and different relief as is just.

COUNT II

Injunctive Relief for Anticipatory Breach of Contract

37. The averments of paragraphs 1 through 36 above are incorporated herein by reference as if set out in full.

38. By its aforesaid conduct, Bucks County has unequivocally repudiated its obligations under the Construction and Operation Agreement and the Water Sales Agreement and the obligations of NWRA, which Bucks County has purported to assume, under those Agreements.

39. PECO lacks a complete and adequate remedy at law for Bucks County's anticipatory breach and repudiation of its contractual obligations.

WHEREFORE, PECO requests that the Court enter an order:

(a) preliminarily until final hearing, and permanently thereafter, enjoining Bucks County, and all persons acting on its behalf, from taking any action to assume control

of or to halt, prevent, impede, or delay the construction or completion of the Project;

(b) in the alternative, appointing a receiver for the Project until construction is completed;

(c) awarding PECO its damages for Bucks County's anticipatory breach and repudiation of its obligations; and

(d) granting such other and different relief as is just.

COUNT III

Injunction Against Tortious Interference by Bucks County

40. The averments of paragraphs 1 through 39 above are incorporated herein by reference as is set out in full.

41. By its letters dated May 18, 1983, by passage of Ordinance No. 59, and by other means, Bucks County, by its Commissioners, has willfully and maliciously interfered and attempted to interfere with and prevent the performance of NWRA's obligations to PECO under the Construction and Operation Agreement.

42. Bucks County has taken these actions with full knowledge of NWRA's obligations to PECO under the Construction and Operation Agreement and with the express intent of causing a breach of the Agreement. In this regard, Bucks County has acted without any legal justification and is guilty of willful misconduct.

WHEREFORE, in the alternative to Counts I and II, PECO requests that the Court enter an order:

(a) enjoining Bucks County, and all persons acting on its behalf, from interfering with or seeking to interfere with, prevent, or delay performance of the Construction and Operation Agreement;

(b) awarding PECO its damages sustained by the tortious interference committed by Bucks County thus far; and

(c) granting such other and different relief as is just.

COUNT IV

Specific Performance of the Construction and Operation Agreement

43. The averments of paragraphs 1 through 42 above are incorporated herein by reference as if set out in full.

44. Bucks County's purported termination of the Construction and Operation Agreement is without authority, good cause, or legal justification or excuse. All conditions precedent to the obligations imposed by the Agreement on Bucks County and on NWRA (which obligations Bucks County has purported to assume) have been satisfied.

45. PECO lacks a complete and adequate remedy at law.

WHEREFORE, in the alternative to Counts I and II, PECO requests that the Court enter an order:

(a) declaring that the Construction and Operation Agreement remains in full force and effect;

(b) directing Bucks County to specifically perform its obligations and those of NWRA under the Construction and Operation Agreement;

(c) prohibiting Bucks County, and all persons acting on its behalf, from taking any action to impede, prevent or delay the construction and operation of the Project, in accordance with the Construction and Operation Agreement;

(d) awarding PECO its damages for the delay in performance of the Construction and Operation Agreement caused by Bucks County's actions;

(e) directing such further action as is necessary or appropriate to implement the mandate of the Court, including, if necessary, the appointment of a receiver for the Project; and

(f) granting such other and different relief as is just.

COUNT V

Damages for Breach of the Construction and Operation Agreement

46. The averments of paragraphs 1 through 45 above are incorporated herein by reference as if set out in full.

WHEREFORE, PECO requests, in the further alternative, that judgment be entered in its favor and against Bucks County for such damages as are sustained by PECO by reason of Bucks County's breach of the Construction and Operation Agreement, in an amount to be determined at trial.

COUNT VI

Specific Performance of the
Water Sales Agreement

47. The averments of paragraphs 1 through 46 above are incorporated herein by reference as if set out in full.

48. PECO is an intended third-party beneficiary under the Water Sales Agreement.

49. Bucks County's purported termination of the Water Sales Agreement is without authority, good cause, or legal justification or excuse. All conditions precedent to the obligations imposed by the Agreement on Bucks County and on NWRA (which obligations Bucks County has purported to assume) have been satisfied.

50. PECO lacks a complete and adequate remedy at law.

WHEREFORE, in the alternative to Counts I and II, PECO requests that the Court enter an order:

(a) declaring that the Water Sales Agreement remains in full force and effect;

(b) directing Bucks County to specifically perform its obligations and those of NWRA under the Water Sales Agreement;

(c) prohibiting Bucks County, and all persons acting on its behalf, from taking any action to impede, prevent or delay the construction and operation of the Project, in accordance with the Water Sales Agreement;

(d) awarding PECO its damages for the delay in performance of the Water Sales Agreement caused by Bucks County's actions;

(e) directing such further action as is necessary or appropriate to implement the mandate of the Court, including, if necessary, the appointment of a receiver for the Project; and

(f) granting such other and different relief as is just.

COUNT VII

Damages for Breach of the Water Sales Agreement

51. The averments of paragraphs 1 through 50 above are incorporated herein by reference as if set out in full.

WHEREFORE. PECO requests, in the further alternative, that judgment be entered in its favor and against Bucks County for such damages as are sustained by PECO by reason of Bucks

County's breach of the Water Sales Agreement, in an amount to be determined at trial.

Howard Gittis
Bernard Chanin
Jeffrey S. Saltz

OF COUNSEL:

WOLF, BLOCK, SCHORR and SOLIS-COHEN
Twelfth Floor Packard Building
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(215) 977-2000


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102 North Main Street
Doylestown, Pennsylvania 18901
(215) 345-7500

Attorneys for Philadelphia
Electric Company

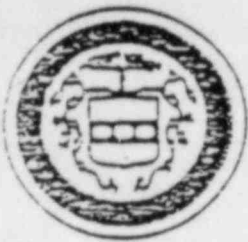
VERIFICATION

VINCENT S. BOYER hereby states that he is Senior Vice President of Philadelphia Electric Company and, as such, is authorized to make this statement on its behalf, and that the facts set forth in the foregoing Complaint in Equity of Plaintiff-Intervenor Philadelphia Electric Company are true and correct to the best of his knowledge, information and belief.

This statement is made subject to the penalties of 18 Pa. C. S. § 4909 relating to unsworn falsification to authorities.


VINCENT S. BOYER

Date: November 28, 1983



COUNTY OF BUCKS

OFFICE OF THE COMMISSIONERS

Administration Building, Doylestown, Pa. 18901

215-348-2911

215-752-0281

County Commissioners

ELAINE PETUCH ZETTICK, *Chairman*

ANDREW L. WARREN, *Vice-Chairman*

CARL F. FONASH

May 18, 1983

Neshaminy Water Resources Authority
2875 Old York Road
P. O. Box 378
Jamison, PA 18929

Attention: Mr. Joseph E. Johnson, Chairman

Dear Mr. Johnson:

Please be advised that we, the Bucks County Commissioners, hereby withdraw approval of contracts for the Point Pleasant Pumping Station and Combined Transmission Main heretofore executed between Neshaminy Water Resources Authority and Mergentime Corporation, Wertz Engineering Company, Reiter Construction Company, Inc. and Philips Brothers Electrical Contractors, Inc. This action is taken pursuant to Article I, Section 1.02 of the Agreement and Lease between the N.W.R.A. and the County.

We are demanding that the Authority immediately terminate construction at the site, and to terminate the Authority's contractual obligations involving the Point Pleasant Pumping Station and Combined Transmission Main.

We are further directing that the Authority take appropriate legal steps to amend the Trust Indenture, Agreement and Lease to eliminate the Point Pleasant Pumping Station and Combined Transmission Main from the "Project".

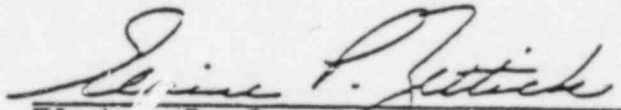
Also, please be advised that we are notifying the Montgomery County Commissioners that we will not be fulfilling our contract with Montgomery County to supply water from the

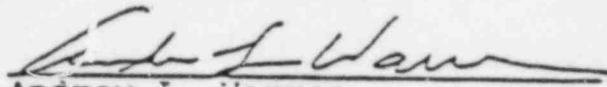
18, 1983

Point Pleasant Pumping Station.

We are also by separate communication notifying Philadelphia Electric Company that we are terminating our contract with them to operate the Point Pleasant Pumping Station.

Very truly yours,


Elaine P. Zettick, Chairman


Andrew L. Warren



COUNTY OF BUCKS

OFFICE OF THE COMMISSIONERS

Administration Building, Doylestown, Pa. 18901

215-348-2911

215-752-0281

County Commissioners

ELAINE PETUCH ZETTICK, *Chairman*

ANDREW L. WARREN, *Vice-Chairman*

CARL F. FONASH

May 18, 1983

MAY 20 1983
MJB

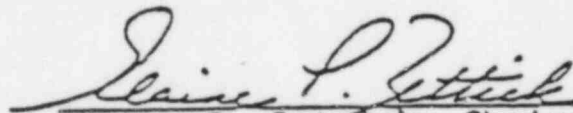
Montgomery County Commissioners
Montgomery County Court House
Norristown, PA 19401

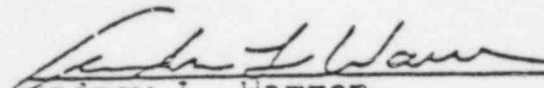
Attention: Mr. Paul B. Bartle, Chairman

Dear Mr. Bartle:

Please be advised that we, the Bucks County Commissioners, hereby terminate the County's obligation under the Neshaminy Water Supply System Water Sales Agreement dated January 14, 1981 to supply water to your County from the Point Pleasant Pumping Station.

Very truly yours,


Elaine P. Zettick, Chairman


Andrew L. Warren

cc: Ms. Rita C. Banning
Mr. Allen Meyers
Mr. A.W. Martin
Frederic M. Wentz, Esq.
Mr. Harry Borchers, Jr., - North Penn Water Authority
Mr. Peter Lukens - North Wales Water Authority
Mr. Robert A. Flowers - Neshaminy Water Resources Authority

RECEIVED MAY 26 1983



MAY 23 1983

COUNTY OF BUCKS
OFFICE OF THE COMMISSIONERS

Administration Building, Doylestown, Pa. 18901

215-348-2911

215-752-0281

County Commissioners

ELAINE PETUCH ZETTICK, Chairman

ANDREW L. WARREN, Vice-Chairman

CARL F. FONASH

May 18, 1983

Philadelphia Electric Company
21st and Market Streets
Philadelphia, PA 19103

Attention: Mr. Vincent Boyer
Vice President

Dear Mr. Boyer:

Please be advised that we, the Bucks County Commissioners, are hereby terminating our contract with you to operate the Point Pleasant Pumping Station pursuant to the Agreement between the Neshaminy Water Resources Authority and Philadelphia Electric Company dated February 12, 1980.

Very truly yours,


Elaine P. Zettick, Chairman


Andrew L. Warren

IN THE COURT OF COMMON PLEAS
OF BUCKS COUNTY

DANIEL J. SULLIVAN,

Plaintiff

v.

COUNTY OF BUCKS, et al.,

Defendants.

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No. 83-8358

ORDER

AND NOW, this day of November, 1983, upon
consideration of the Petition of Philadelphia Electric Company
for Intervention, it is hereby ORDERED that the Petition is
GRANTED. Philadelphia Electric Company is hereby added as a
party plaintiff and is granted leave to file the Complaint
attached to the Petition for Intervention.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS
OF BUCKS COUNTY

DANIEL J. SULLIVAN,

Plaintiff

v.

COUNTY OF BUCKS, et al.

Defendants.

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No. 83-8358


MOTION OF PHILADELPHIA ELECTRIC COMPANY
FOR PRELIMINARY INJUNCTION

Philadelphia Electric Company ("PECO"), petitioner for intervention as a plaintiff in this action, hereby moves the Court to enter a preliminary injunction against defendant Bucks County, enjoining it and all persons acting on its behalf from taking any action to assume ownership or control of the Point Pleasant Pumping Station, the Combired Transmission Main, and appurtenances (the "Project"), or any part thereof, or to compel Neshaminy Water Resources Authority to convey or release to Bucks County ownership or control of the Project or any part thereof, pursuant to or under color of any authority purported granted by Ordinance No. 59 of Bucks County, or from taking any other action to halt, prevent, impede or delay the construction or completion of the Project. Alternatively, PECO moves the Court to preliminarily enjoin Bucks County and all persons

acting on its behalf from taking any action to assert control over or to halt, prevent, impede, or delay the construction or completion of the Project and, if the Court finds it necessary in order to implement its preliminary injunction, to appoint a receiver for the Project to act until construction is completed.

The grounds for this Motion are set forth in the verified Complaint attached to PECO's Petition for Intervention, the averments of which are incorporated herein by reference.

Respectfully submitted,



Howard Gittis
Bernard Chanin
Jeffrey S. Saltz

OF COUNSEL:

WOLF, BLOCK, SCHORR and SOLIS-COHEN
Twelfth Floor Packard Building
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Doylestown, Pennsylvania 18901
(215) 345-7500

Robert W. Valimont

Attorneys for Philadelphia
Electric Company

VERIFICATION

VINCENT S. BOYER hereby states that he is Senior Vice President of Philadelphia Electric Company and, as such, is authorized to make this statement on its behalf, and that the facts set forth in the foregoing Motion of Philadelphia Electric Company for Preliminary Injunction are true and correct to the best of his knowledge, information and belief.

This statement is made subject to the penalties of 18 Pa. C. S. § 4909 relating to unsworn falsification to authorities.


VINCENT S. BOYER

Date: November 28, 1983

DOCKETED
USAPC

'83 DEC -5 A10:51

IN THE COURT OF COMMON PLEAS
OF BUCKS COUNTY

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

DANIEL J. SULLIVAN,	:	
	:	
Plaintiff	:	
	:	
v.	:	No. 83-8358
	:	
COUNTY OF BUCKS, et al.,	:	
	:	
Defendants.	:	

ORDER

AND NOW, this day of , 1983, upon
consideration of the Motion of Philadelphia Electric Company
for Preliminary Injunction, it is hereby ORDERED that the
Motion is GRANTED. Defendant Bucks County and all persons
acting on its behalf are hereby enjoined, preliminarily and
until final hearing of this matter, from taking any action to
assume ownership or control of the Point Pleasant Pumping
Station, the Combined Transmission Main, and appurtenances (the
"Project"), or any part thereof, or to compel Neshaminy Water
Resources Authority to convey or release to Bucks County
ownership or control of the Project or any part thereof,
pursuant to or under color of any authority purportedly granted
by Ordinance No. 59 of Bucks County, or from taking any other

action to halt, prevent, impede or delay the construction or completion of the Project.

Bond is set in the amount of \$.

BY THE COURT:

J.